

EXHIBIT 5

The Trump Organization

Memo

To: Allen Weisselberg, Michelle Lokey & Stella Lane
From: Cathy Glosser
CC: Melissa Nicchitta
Date: February 6, 2006
Re: ACN, Inc.

Good Day,

Attached is a copy/original of the newly executed speaker's agreement between Donald J. Trump and ACN Incorporated.

Thank you,

Cathy

Endorsement AGREEMENT

This agreement is entered into this day of February 6, 2006 between ACN, Inc. of Farmington Hills, Michigan hereinafter referred to as ACN, and Donald J. Trump of New York, New York hereinafter referred to as Mr. Trump. The parties agree that Mr. Trump will endorse ACN as a celebrity and will commit to speaking engagements at ACN International Events on the following terms:

1. Mr. Trump will provide celebrity endorsement services; specifically, Mr. Trump will appear on-camera to be taped to produce ten to fifteen minutes finished video content of Mr. Trump (the "Production Content"); provided such taping can be done in the offices of The Trump Corporation shall take no more than two (2) hours of Mr. Trump's time. ACN agrees to pay Mr. Trump \$1,000,000 USD for this service. Payment will be made as follow: \$250,000 will be paid on signing of this agreement. \$500,000 will be paid on February 14th (the day of the video shoot) and \$250,000 will be paid no later then a week after both parties have approved the footage.

2. Concepts to be incorporated into Mr. Trump's endorsement could include, but would not be limited to: edification of ACN—the company and their vision; importance of teamwork; entrepreneurial message; value of having a personal vision; how one must seize an opportunity and make the most of it; taking advantage of timing in the marketplace; and a greeting from Mr. Trump to the ACN sales representatives. Content will be outlined and agreed upon by both parties before and during filming to allow both spontaneity on the part of Mr. Trump and consistency with the corporate strategy of ACN.

3. The content determination will be completed as promptly as possible after execution of this agreement, such that the filming of Mr. Trump will be completed in New York City in his offices within 45 days of the execution of this agreement, at a mutually convenient time.

4. The Production Content to be used by ACN will be agreed upon to the satisfaction of both parties during the scripting and filming process.

5. Mr. Trump also agrees to attend and speak live before an ACN audience on three occasions in the next 24 months, scheduling of which will be determined by coordinating the dates of ACN's International Events and the availability of Mr. Trump. Each talk will be approximately one hour. ACN will pay Mr. Trump \$1,000,000 USD total for these speaking engagements, payable in one-third increments, immediately prior to each engagement. Mr. Trump agrees that ACN and Mr. Trump will mutually agree on speech content. ACN tapes its International Events and Mr. Trump agrees that the footage of him giving a talk may be taped and a minimal portion not to exceed 120 seconds may be used by ACN to promote future talks by Mr. Trump only as part of ACN's license to the Production Content; provided such footage approved by Mr. Trump in his sole discretion

6. Mr. Trump hereby grants to ACN the right to use the video for internal purposes only until the date of the last speech or, in any event, no less than 12 months or later than 24 months from the date of execution of this agreement, and a royalty free license to the Production Content for use by ACN for CD/DVD use only to solely promote ACN to sales representatives. ACN's permitted use would include, but not be limited to, use in activities promoting ACN and its vision to ACN sales representatives, or use in sales, training and motivational aids prepared for ACN's sales representatives. ACN's permitted use would not include movie theatre, television, television advertising, or any mass distribution not targeted specifically to prospective or existing ACN sales representatives, for internal purposes only.

7. Mr. Trump agrees to permit the use of mutually approved still images of Mr. Trump, and a written quote from Mr. Trump and short video clip from the video production of Mr. Trump for publication on the ACN website only for use until the conclusion of Mr. Trump's last speaking engagement for ACN as provided for in this agreement.

8. This agreement is the entire agreement between the parties and may be amended or altered only in writing, signed by both parties. This agreement is governed by the laws of the State of New York.

ACN, Inc.

By: 

Robert Stevanovski
Chairman & Co-founder, ACN


Donald J. Trump
Chairman and President